



Memorandum of Agreement (MOA)
between
State of Wisconsin
Department of Workforce Development/Division of Vocational Rehabilitation
and
State of Wisconsin
Department of Health Services/Division of Public Health
for
Independent Living – Older Blind Services

DHS MOA No.: MOU20-DHS_DWD-INDOLD

MOA Amount: \$573,695

MOA Term Period: October 1, 2019 to September 30, 2020

Department of Workforce Development/Division of Vocational Rehabilitation (DWD/DVR)

MOA Administrator: Delora Newton

Telephone: 608-261-4576

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Department of Health Services/Division of Public Health (DHS/DPH)

MOA Administrator: Amber Mullett

Telephone: 608-261-7823

Email: Amber.Mullett@dhs.wisconsin.gov

DWD/DVR and DHS/DPH acknowledge that they have read the Memorandum of Agreement (MOA) and any attached documents, understand them and agree to be bound by their terms and conditions. Further, DWD/DVR and DHS/DPH agree that the MOA and any exhibits and documents incorporated herein by reference are the complete and exclusive statement of agreement between the parties relating to the subject matter of the MOA and supersede all proposals, letters of intent or prior agreements, oral or written and all other communications and representations between the parties relating to the subject matter of the MOA. DWD/DVR reserves the rights to reject or cancel MOAs based on documents that have been altered. This MOA becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) days, unless waived by DWD/DVR.

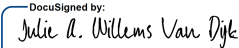
State of Wisconsin

Department of Health Services

Authorized Representative

Name: Julie A. Willems Van Dijk

Title: Deputy Secretary

Signature: 
DocuSigned by: Julie A. Willems Van Dijk
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Date: 12/11/2019

State of Wisconsin

Department of Workforce Development

Authorized Representative(s)

Name: Delora Newton

Title: DVR Administrator

Signature: 
DocuSigned by: Delora Newton
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Date: 11/21/2019

Name: JoAnna Richard

Title: Deputy Secretary

Signature: 
DocuSigned by: JoAnna Richard
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Date: 12/10/2019

1. PURPOSE AND SCOPE

This Memorandum of Agreement (MOA) describes the responsibilities of monitoring expenditures and performance deliverables for Independent Living Services to Older Blind (ILOB) individuals who are fifty-five years or older for FFY 2020 beginning on October 1, 2019 through September 30, 2020 as it relates to use of the Independent Living Title VII – Chapter 2, Older Blind Services grant administered by the Department of Workforce Development's Division of Vocational Rehabilitation (DWD/DVR).

1.1 Scope of Work

- **Personnel:** DHS staff within the Bureau of Aging and Disability Resources, Office for the Blind and Visually Impaired, will issue and oversee contracts with Independent Living – Older Blind (ILOB) Services.
- **Activities and Timelines:** Monitoring of program goals (listed below) will be achieved through both invoices and quarterly statistical reports due within 30 calendar days after every quarter, as follows: January 31, 2020, May 1, 2020, and July 31, 2020. The final quarterly program report is due no later than November 15, 2020. All federal reporting outcomes pertaining to the ILOB Grant will be sent by OBVI to DVR by December 4, 2020. Authorized DVR staff will review and enter report into the RSA MIS system. DHS/DPH and DWD/DVR will complete the monitoring tool which is provided as **Attachment 1 – Monitoring Tool** no later than April 30, 2021.
- **Financial Components: Use and Distribution of Funds:** This agreement authorizes DWD/DVR to award to DHS/DPH the allocation of \$573,695 (\$574,695 federal award–\$1,000 DVR administrative charge) for the provision of statewide services as identified in the attached plan and line item budget for Independent Living – Older Blind services for FFY 20. As required by federal cost allocation rules, DWD/DVR will retain \$1,000 for its estimated cost to administer/monitor this contract, and any remaining amount shall be made available to DHS/DPH via email. (**Attachment 2-ILOB Budget**)

1.2 Programmatic Goals

- 90% of individuals will report that they maintained or improved functional abilities that were previously lost or diminished, as a result of OBVI training in the use of assistive technology.
- 90% of individuals will report that they experienced functional gains, or maintained their ability to travel safely and independently in their residence and/or community environment, as a result of OBVI services.
- 85% of individuals will report that they gained or maintained their functional abilities, as a result of training in communication skills provided by OBVI.
- 90% of consumers will report functional gains, or successful restoration of their ability to engage in customary daily living activities, as a result of services or training in personal management/ daily living skills provided by OBVI.
- 95% of all consumers who complete surveys will report feeling that they are in greater control and are more confident in their ability to maintain their current living situation, as a result of services they receive from OBVI.

A. Applicable Federal and Regulations

- 34 CFR 367.3 What activities may the Secretary fund
- 367.4 What regulations apply
- 367.5 What definitions apply for the older blind program
- 367.61 What matching requirements apply

367.71 What Records must be maintained
364.4 What definitions apply
364.28 What requirements relate to IL services for older individuals who are blind
364.30 What notice must be given about the Client Assistance Program
364.37 What access to records must be provided
364.38 What methods of evaluation must the State plan include
364.55 What standards shall service providers meet
364.56 What are the special requirements pertaining to the protection, use and release of personal information
365.31 Service Provider Standards
200.302-304 Standards for financial management systems
200.328 Monitoring and reporting program performance

2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Grants

B. Use of Funds

Expenditures should represent a portion of salary, fringe, equipment/aids and appliances and training on assistive technology for consumer expenses for Independent Living services provided by Rehabilitation Specialists, Associates and Supervisors serving older-blind or visually-impaired persons age 55 and over in all 72 counties. Grant funds and non-federal match expenditures must be expended by September 30, 2020.

C. Distribution of Funds

The award will be adjusted via email should the federal funding level differ from the amount above.

The match requirement amount that DHS/DPH must provide is \$63,855 which is at a 90/10% overall federal/state match ratio. DHS/DPH will provide evidence of the minimum match expenditures at the required 10% match level for this federal grant award, by providing a breakdown of actual match expenses incurred with the quarterly invoice.

Dollars identified above are allocated but not available, and therefore not committed, until this agreement has been fully signed.

2. ACCOUNTABILITY

DWD/DVR Contact Person: David Knuth
Title: DVR Contract Specialist
Agency Phone Number: 608-266-0177
Agency Email Address: David.Knuth@dwd.wisconsin.gov

DHS/DPH Contact Person: Ann Sievert
Title: Director, Office for the Blind and Visually Impaired
Agency Phone Number: 608-266-3147
Agency Email Address: AnnL.Sievert@dhs.wisconsin.gov

3. REVIEW CYCLE PERIOD

DWD/DVR staff will monitor the expenditure and utilization of funds under this agreement including:

- Quarterly program, fiscal expenditures and deliverables. Quarterly and Annual reports include:
 - i. A description of services provided and progress towards programmatic goals.

- ii. The reasons for slippage if established programmatic goals were not met.
- iii. Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high costs.
- Monitoring expenditures as authorized in the budget. The monitoring tools include a review of reports, tracing of funds to establish that expenditures have not been used in violation of the restrictions and prohibitions of applicable statutes. The monitoring will also include: financial reporting, accounting records, internal control, budget control, allowable cost, source documentation, and cash management.
- Quarterly and annual reports are to be sent to: DVRSpecialContracts@dwd.wisconsin.gov.

A. Regulations and Assurances

Title 34—Education—Office of Special Education and Rehabilitative Services. Department of Education, Part 367—Independent Living Services for Older Individuals Who Are Blind

B. Invoice Requirements

Invoices to be addressed as follows:

DWD – DIV OF VOC REHAB
ATTN: DVR BUDGET ANALYST
PO BOX 7852
MADISON, WI 53707-7852

The invoice will then be entered into STAR as an inter-agency invoice, and then either faxed to (608) 327-6012 (preferred) or sent via e-mail to Einvoice@dwd.wisconsin.gov. There is no need to mail in a hard copy of the invoice, if the above steps are followed.

Invoices to be received by DWD/DVR within thirty calendar days after each quarter as follows: January 31, 2020, May 1, 2020, and July 31, 2020. The final invoice on this agreement is to be received by DWD/DVR no later than November 15, 2020.

Invoices are to include detail by line item to the greatest extent possible, as provided by DHS's accounting system, to include obligations for the federal funds, as well as a separate report for the match expenditures.

C. Sequestration

It is possible that the federal government may impose an across the board reduction due to the Budget Control Act for this federal program. If that reduction occurs during the FFY 19 timeframe, a corresponding reduction to the dollar amount will also take place. If sequestration does occur, an amendment will be made to this contractual agreement.

D. Terms of the Agreement

This agreement shall begin on date of signature and remain in effect as long as funding remains unchanged and intact. Any changes requested by either party will be negotiated and further specified as amendments to this MOA.

4. AMENDMENTS AND TERMINATION WITH NOTICE

Non-compliance with the terms of the agreement will render the agreement null and void.

DWD/DVR and DHS/DPH may negotiate changes to this agreement based upon changes to any federal or state law or Wisconsin Administrative Code requirements or funding level changes. Any modification soft this

agreement other than those made by DWD/DVR shall be subject to written approval of the Rehabilitation Services Administration.

Either party can terminate this MOA with a 30-calendar-day written notice. Other technical assistance or projects identified by either party during the MOA will be negotiated and further specified as modifications to this MOA. These modifications will be written and signed by the proper representatives of each agency and identify the exact nature of the assistance to be provided. Fiscal specifications, if any, need to be identified. These agreements will be attached as modifications or as clarifications to this MOA.

Attachment 1 – Monitoring Tool

Attachment 2 – ILOB Budget